

RIGHT OF WAY CONTRACT -- TEMPORARY EASEMENT

RW 8-4 (Rev. 09/2021)

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(Grantee) City of San Ramon)

Portions of Iron Horse Corridor north and south alignment of Bollinger Canyon Road;

Project Name: Iron Horse Trail Pedestrian and Bike Overcrossing

Project No.: 0678-6G5549

_____, California

_____, 2022

This Right of Way Contract is entered into as of the date written above by and between the City of San Ramon, a municipal corporation ("Grantee"), and Contra Costa County, a political subdivision of the State of California ("County"), and includes a document in the form of GRANT OF EASEMENTS, inclusive of its Exhibits "A" and "B", and the attached Exhibits "A1" and "B1" describing and depicting the TEMPORARY EASEMENTS more particularly described in Clauses 3 and 4, below, in connection with Grantee's Iron Horse Trail Pedestrian and Bike Overcrossing project ("Project").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement.
2. The Grantee shall reimburse County 100% of the County's costs to process this transaction, not to exceed \$25,000, including but not limited to County Public Works Department staff time, CEQA environmental review, and filing fees associated with completing environmental review in connection with the GRANT OF EASEMENTS and TEMPORARY EASEMENTS.
3. The County hereby grants to the Grantee the TEMPORARY EASEMENTS for a term that commences on October 1, 2022 ("Commencement Date") and terminates upon completion of construction and acceptance by the Grantee. The Grantee will provide County a copy of the acceptance within 5 days. The County shall have use of the property within the TEMPORARY EASEMENTS until the Commencement Date. The Grantee shall not preclude the County's primary use of the Property.
4. During the term of the TEMPORARY EASEMENTS the Grantee, and its authorized contractors and agents may enter upon County's land where necessary within that certain area described and depicted in the TEMPORARY EASEMENTS (i.e., described and depicted in Exhibits "A1" and "B1" attached hereto and made a part hereof) for the purpose of constructing, reconstructing, removing, replacing, repairing, upgrading, and maintaining, operating and using the bridge, for landscaping irrigation and incidentals related to each, for the Project and for no other purposes whatsoever.

5. In case of unpredictable delays in construction, upon written notification, the TEMPORARY EASEMENTS may be extended by an amendment to this Right of Way contract. (Payment shall be made to the County for the extension prior to the expiration of the original term).
6. The County warrants that it is the owner in fee simple of the property affected by this GRANT OF EASEMENTS and TEMPORARY EASEMENTS, and the County further warrants that the County has the exclusive right to grant these easements.
7. The County shall retain possession of the property encumbered by the GRANT OF EASEMENTS up to the date of recording the Grant of Easements; and the County shall retain possession of the property encumbered by the TEMPORARY EASEMENTS up to the Commencement Date.
8. The County will cause said easements to be delivered to the Grantee for acceptance and recording in the office of the County Clerk-Recorder. The Grantee will provide the County a copy of the recorded GRANT OF EASEMENTS and a fully executed copy of this Right of Way Contract – Temporary Easement.

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9. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This Requirement under Title VI and the Code of Federal Regulations is to complete the County's Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.
10. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that is subject to this contract.

In Witness Whereof, the Parties have executed this agreement the day and year first above written.

GRANTOR (County)
CONTRA COSTA COUNTY/

GRANTEE
CITY OF SAN RAMON

APPROVED:

By _____
Brian M. Balbas
Public Works Director

By _____
Joe Gorton
City Manager

Date _____
(Date of Approval)


By _____
David E. Hudson
Mayor

Recommended for Approval:

By  _____
Jann Tate
Senior Real Property Agent

APPROVED AS TO FORM:

By _____
Martin Lysons
City Attorney

By  _____
Jessica L. Dillingham
Principal Real Property Agent

ATTEST:

By _____
Christina Franco

2022-050 April 26, 2022
City Council Resolution No.

EXHIBIT " A1"
LEGAL DESCRIPTION

Real property located in the City of San Ramon, County of Contra Costa, State of California, more particularly described as follows:

Those portions of Parcel 61B as shown on the Record of Survey, RS 2059, filed in Book 104, of L.S.M. at Page 25, Official Records of Contra Costa County, and being more particularly described as follows:

Temporary Construction Easement 1:

COMMENCING at a found Contra Costa County Standard Monument in the Right of Way of Bollinger Canyon Road, as shown on the Map of the Subdivision 5467 Vista San Ramon - Unit 5, filed in Book 222 of Maps at Page 1, Official Records of said County, said monument lying South 49°43'03" West, 777.74 feet, from a found CCCSM marking in the intersection of Bollinger Canyon Road and Alcosta Boulevard as shown on said map;

Thence South 69°28'09" West, 297.82 feet to a point on the northeasterly line of Parcel 61B;

Thence along said northeasterly line North 28°49'17" West, 679.03 feet to the **POINT OF BEGINNING**;

Thence leaving said northeasterly line South 61°10'41" West, 100.00 feet to a point on the southwesterly line of said Parcel 61B;

Thence along said southwesterly line, North 28°49'19" West, 15.00 feet;

Thence leaving said southwesterly line, North 61°10'41" East, 100.00 feet to a point on the northeasterly line of said Parcel 61B;

Thence along said northeasterly line, South 28°49'19" East, 15.00 feet to the **POINT OF BEGINNING**.

Containing 1,500 square feet or 0.03 acres, more or less.

Temporary Construction Easement 2:

COMMENCING at a found Contra Costa County Standard Monument in the Right of Way of Bollinger Canyon Road, as shown on the Map of the Subdivision 546 Vista San Ramon - Unit 5, filed in Book 222 of Maps at Page 1, Official Records of said County, said monument lying South 49°43'03" West, 777.74 feet, from a found CCCSM marking in the intersection of Bollinger Canyon Road and Alcosta Boulevard as shown on said map;

Thence South 35°00'49" West, 328.35 feet to a point on the northeasterly line of Parcel 61B;

Thence along said northeasterly line South 28°49'19" East, 642.13 feet to the **POINT OF BEGINNING**;

Thence continuing along said northeasterly line, South 28°49'19" East, 15.00 feet;

Thence leaving said northeasterly line, South 61°10'41" West, 100.00 feet to a point on the southwesterly line of said Parcel 61B;

Thence along said southwesterly line, North 28°49'19" West, 15.00 feet;

Thence leaving said southwesterly line, North 61°10'41" East, 100.00 feet to the **POINT OF BEGINNING**;

Containing 1,500 square feet or 0.03 acres, more or less.

The Bearings shown hereon are based on 2 found Contra Costa County Standard Monuments in the Right of Way of Bollinger Canyon Road, measured as South 49°43'03" West, and having a record bearing of (North 49°43'12" East), as shown on said Map of Subdivision 5467, Vista San Ramon – Unit 5.

The duration for Temporary Construction Easements 1 & 2 is June 1, 2022 to June 1, 2025.

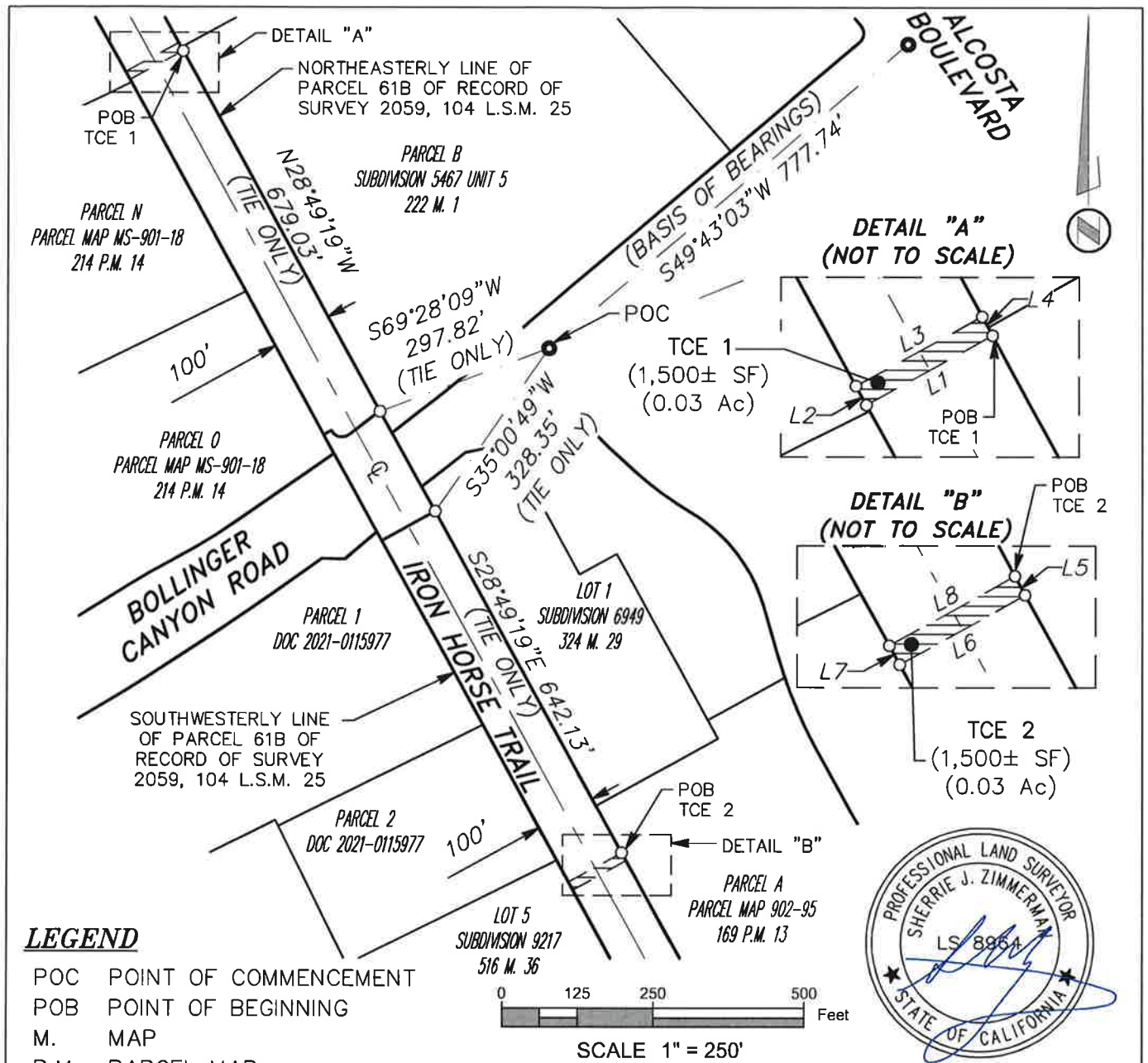
The real property description and accompanied Exhibit "B1" has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



SHERRIE J. ZIMMERMAN L.S. 8964



05/05/2022
DATE



LINE TABLE

L1 S61°10'41"W 100.00'
 L2 N28°49'19"W 15.00'
 L3 N61°10'41"E 100.00'
 L4 S28°49'19"E 15.00'

LINE TABLE

L5 S28°49'19"E 15.00'
 L6 S61°10'41"W 100.00'
 L7 N28°49'19"W 15.00'
 L8 N61°10'41"E 100.00'

SHEET 1 OF 1

Scale: 1" = 250'
 Date May 2022
 Drawn By AK
 Checked By SZ

Exhibit B1
Plat to Accompany Legal Description
In the City of San Ramon
Contra Costa County, California

MARK THOMAS